PLACER COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES

on behalf of the

Department of Health and Human Services



REQUEST FOR PROPOSALS

for

SHORT-TERM CRISIS RESIDENTIAL TREATMENT and PSYCHIATRIC HEALTH FACILITY SERVICES

RFP No. 9903

Release Date: May 21, 2009

Submittal Deadline: July 7, 2009 not later than 5:00 PM (Pacific)

Placer County RFP No. 9903

Short- Term Crisis Residential Treatment Services

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ATTACHMENTS

- ➤ Exhibit 1 Proposer Information & Submittal Checklist Form
- ➤ Attachment A Sample Contract

1.0 INTRODUCTION

Placer County currently operates its own 15-bed Short-Term Crisis Residential Treatment (CRT) program, and contracts with a service provider for the operation of a 16-bed Psychiatric Health Facility (PHG). Placer County is inviting proposals from qualified firms, groups, or organizations to operate the CRT, and/or a Traditional or Augmented PHF. The Augmented PHF must be accredited by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) and Center for Medicare and Medicaid Service (CMS), and certified in an area that is feasible to provide services for Placer County's patients.

Placer County currently operates its own CRT and contracts for the operation of a PHF Both treatment programs are located in the County's Cirby Hills Facility in Roseville, California. In an effort to reduce operating costs, the County is soliciting competitive proposals from firms who are interested in providing services for one or more of these programs, either at the County's current Cirby Hills facility or in a facility to be provided by the service provider.

The County reserves the right to award a single contract for all services described in this RFP or separate contracts for the CRT and PHF programs. The County also reserves the right to determine whether those programs should be operated at the facility(ies) offered by the Contractor(s), or whether they should continue to be operated at a facility to be provided by the County. Contracts for services to be provided at the County's facility will be effective for an initial term of approximately two (2) years, with an option to renew the contract for additional two-year periods, at the County's discretion. Contracts which include facilities to be provided by the Contractor may be effective for a longer period (to be negotiated), except that the County retains the right to cancel the contract if the services or facilities are determined to be unsatisfactory, or if licensure/certification of the program cannot be successfully obtained.

This RFP includes descriptions of the scopes of work for each type of service, proposal requirements, and instructions for submitting the proposal. The terms "Contractor", "Provider", and "Vendor" may be used interchangeably throughout this RFP.

Please direct all inquiries regarding this RFP in writing to:

April Pay, Senior Buyer Placer County Procurement 2964 Richardson Drive Auburn, CA 95603

Phone: (530) 889-4253 Email: apay@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid, and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

http://www.placer.ca.gov/admin/procurement/openbids.aspx

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE PROJECT SCHEDULE

The following represents the <u>tentative</u> schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

3.0 PRE-PROPOSAL CONFERENCE

A proposer's conference has been scheduled for **June12**, **2009**, **1:00 pm** at the location of the current program facility:

Placer County Adult System of Care 100 Cirby Hills Drive Roseville, CA 95678

Interested organizations will have an opportunity to submit questions regarding the requirements outlined in this RFP, and will also receive a guided tour of the current facility. No other opportunity will be allowed to visit this facility prior to the close of the RFP.

In order to make the meeting more effective for all participants, attendees should <u>read this</u> <u>document thoroughly</u> prior to the meeting. Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 OVERVIEW

4.1 General

Proposers may submit a proposal to provide one or more of the programs described in this RFP. Proposers may offer to provide services at the County's existing Cirby Hills facility, or in an existing or new facility of the proposer's choosing. If new treatment facilities are proposed to be developed, qualified treatment providers are encouraged to partner with qualified developers with experience in constructing and licensing such CRT and PHF or Augmented PHF facilities in order to submit their proposal.

If a collaborative proposal is submitted for either or both of the programs, one entity must act as the lead service provider (prime contractor), and the lead service provider must submit the proposal. The other collaborative entities will be considered subcontractors to the lead provider, who will be responsible for the activities and performance of the subcontractors. The lead contractor, all of its subcontractors and specific sub-contracting relationships with each must be clearly described in the proposal.

4.2 Short-Term Crisis Residential Treatment (CRT) Program

Clients in this program consist of adults (18 years and older) who are experiencing an acute psychiatric episode or crisis and who are likely to be able to be successfully treated in an alternative setting. The selected organization ("Provider") will provide services 24 hours a day, 7 days a week for clients who will either reside at the County's "Cirby Hills" residential treatment facility currently located in Roseville, California or in a treatment facility within Placer County proposed by the Provider. Services will include but will not be limited to: Client Assessment, Treatment Plan Development, Therapy (including treatment of co-occurring disorders), Rehabilitation (based on wellness and recovery principals), Collateral Visits, Crisis Intervention, Medication Support, Transportation to medical providers and court appointments, and Discharge Planning.

The organization submitting the proposal must include a program description, staffing pattern and budget for the CRT for which they are proposing in response to this RFP.

4.3 Psychiatric Health Facility (PHF) Services

The current program model is a public/private partnership that is staffed with County psychiatrists. The current PHF provides acute psychiatric inpatient services which meet the requirements for a psychiatric health facility found in Title 22, Division 5 of the California Code of Regulations. Placer County currently provides the psychiatric staff and medical director for the current psychiatric health facility, but would entertain a proposal where the vendor would provide its own psychiatric staff or psychiatrists. Placer County would continue to provide Medical Director oversight of the operations of the medical staff and clinical operations.

The average length of stay is 5 days. The County expects any service provider to manage a similarly brief length of stay. Adults 18 years and older will be admitted to the psychiatric health facility upon meeting appropriate admission criteria.

Proposals will be accepted for a 16-bed **Traditional or Augmented** Psychiatric Health Facility (PHF). If an organization elects to make a proposal for both a transitional and an augmented PHF, they should include a separate program description, staffing pattern and budget for **each** type of PHF for which they are proposing in response to this RFP.

The Traditional PHF shall meet the requirements of California's Welfare and Institutions Code Section 4080 et. al. and Title 22, Division 5, Chapter 9, of the California Code of Regulations in the most cost effective manner possible.

The Augmented PHF shall meet the requirements of Title 22, Division 5, Chapter 2 of the California Code of Regulations, as well as California Welfare and Institutions Code section 4080 (h) (4) which allows psychiatric health facilities certified by CMS to charge their actual costs not to exceed 75% of the average per diem charges or costs of similar psychiatric services provided in a psychiatric or general hospital. In order to be eligible for this augmented level of funding, an Augmented PHF would have to meet all the licensing requirements of an acute psychiatric hospital within California Code of Regulations, Title 22, Division 5, Chapter 2.

4.4 Facilities and Infrastructure

- a. The current CRT and PHF programs each occupy one patient wing in the Cirby Hills Facility, located at 101 Cirby Hills Drive in Roseville, California. Each patient wing has eight patient rooms with 2 beds each, as well as other program and ancillary spaces.
- b. Contractors who wish to provide their own existing or new facilities from which to operate the programs must provide a detailed program and treatment program, as well as staffing plans, staff qualifications, and emergency procedure protocols.
- c. Contractors proposing to construct new facilities must provide an interim plan for housing the treatment programs, which may or may not include operating out of the Cirby Hills facility. A complete development, construction and mobilization schedule, include projected treatment start dates must be provided. No treatment may be undertaken in a newly constructed facility until it has met all legal, statutory, regulatory, licensure and certification requirements and has been fully staffed by qualified treatment providers.

The County must be consulted on the proposed location of the facility, however, the County shall not provide any input into its design, construction, staffing or operations, all of which must be licensed and certified by the appropriate regulatory agencies.

- d. While the County is willing to enter into a longer term service contract with the contractor that is proposing to build a new treatment facility, if the County is in any way dissatisfied with the services provided by the contractor or the condition of the facility, the County recognizes that the contractor will have made a substantial investment in the treatment program, and is willing to work with the contractor to develop a corrective action plan. However, if the corrective action plan is not successful, the County reserves the right to terminate the contract and either:
 - Take over the treatment services itself or contract out to another service(s) provider;
 - Rent the facility/facilities from the contractor and provide the facilities itself or contract out to another provider to provide the service(s);
 - Purchase the treatment facility/facilities from the contractor and provide the facilities itself or contract out to another provider to provide the service(s); OR
 - Determine such other alternative solution would be in the best interest of the County.

If termination of the service is for cause, the County will not be liable for any early termination penalties

e. Ancillary Facilities (Optional)

The current facility at Cirby Hills also contains administrative space for approximately 80 County employees. The close proximity of these staffpersons to the facility operations is efficient for the frequent interaction that is required between the County and the service provider(s). Proposals which contain an offer to provide the treatment facility(ies) should also address whether there would be sufficient space for County staff within the same facility or campus, to be provided by the Contractor. Provide a unit price per square foot, as well as a complete description of the facility, including building materials, interior and exterior finishes, HVAC, electrical, plumbing, fire and life safety systems. Any construction and/or tenant improvements performed solely for the County's use shall meet the County's current quality and space standards for office space, including LEED Silver building standards. These standards will be provided to the successful contractor.

5.0 MINIMUM QUALIFICATIONS

- 5.1 The selected Provider(s) shall possess the following qualifications:
 - Knowledge of best practices in the field of Short-Term Crisis Treatment Services;
 Psychiatric Health Facility Services and/or Augmented Psychiatric Health Facility Services
 - A minimum of ten years in operating psychiatric health facilities;
 - A minimum of five years experience in working effectively and efficiently with County Mental Health programs;
 - Demonstrated capacity to provide timely and accurate clinical documentation;

- A minimum of five years experience and past success working with Mental Health Consumers in acute crisis;
- A minimum of five years experience and past success in program management and operations;
- A minimum of five years experience and past success working with consumers with co-occurring substance abuse and mental health disorders;
- A minimum of five years experience in treatment modalities based in recovery principles and psycho social rehabilitation skill building
- Degree of cultural competency; capacity to work successfully with bicultural, bilingual populations as well as other cultural groups in Placer County;
- Financial, organizational, and staff capacity to administer the proposed program.
- A ten-year history of sound fiscal management.
- If contractor is proposing to operate out of their own facility/facilities:
 - o A minimum of five years of experience operating such facilities
 - o An in-depth knowledge and experience of regulatory, statutory, licensing, certification and other qualifying requirements for running such facilities
 - o An example of at least one such facility independently operated successfully for a minimum of 2 years
 - Developer qualifications in constructing and licensing such facilities at least
 2 examples of currently operating licensed facilities
- 5.2 Provider's staff shall possess the following minimum experience and education:
 - A minimum of seven years of experience in management which shall include one or more of the following: staff supervision, fiscal operations, or business administration.
- 5.3 Provider's Managers, Supervisors, and Clinical Staff shall possess the following minimum abilities, education and experience:
 - Possess a current state license for their given profession and be in good standing with the respective state licensing board.
 - Meet all California state standards and federal standards regarding level of staffing required.

6.0 CRISIS RESIDENTIAL TREATMENT SERVICES

6.1 <u>Philosophy and Program Goals</u>

The Provider shall perform the following services in support of the County's Short-Term Crisis Residential Treatment (CRT) Program:

- Management of consumer's acute psychiatric episode and prepare consumer to successfully use a less restrictive level of care;
- Provide a structured treatment program which has appropriate staffing on a 24 hour, 7 day a week basis;
- Provide a safe, secure environment for consumers that encourages wellness and recovery; and
- Provide for comprehensive evaluation, crisis intervention services and treatment planning.

6.2 <u>Program Objectives</u>

Provider shall perform the required services for the CRT Program support of the following program objectives:

- Provide a safe and secure environment for the assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health consumers in an acute crisis.
- Provide the appropriate type and level of staffing for an effective clinical program design
- Provide an intensive treatment program which has individualized treatment plans;
- Treatment must be designed to stabilize consumers as soon as possible in order to assist them in their recovery from mental illness
- Provider must effectively interact with community agencies, other mental health programs and providers, natural support systems and families to assist consumers to be discharged to the more appropriate level of care;

6.3 Admissions

Consumers may be admitted on a voluntary basis. Individuals who are in crisis and are not on an involuntary hold may be referred to this program. Referrals may come from hospital emergency rooms, local law enforcement agencies, or by County mental health staff. It is expected that the program will take all appropriate referrals.

6.4 <u>Treatment Planning</u>

Provider's staff shall provide the following services:

- Psycho-Social Assessment
- Milieu Treatment Program
- Interventions Focused On Wellness And Recovery
- Recognition and Treatment of Co-Occurring Disorders
- After Care Planning

6.5 Staffing

The staffing schedule for the CRT Program shall meet all State licensing and regulatory requirements set forth in Title 9, Division 1, Article 3.5, Section 531 of the California Code of Regulations. There shall be an appropriate level of supervisory staff as required by regulation or statute. All staff who require state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.

6.6 Quality Improvement

The Provider shall maintain a written Quality Improvement Plan which shall be preapproved by the County. The Plan shall include the definition of specific levels of care for utilization review and monitoring processes to evaluate the appropriateness of patient admission, treatment and length of stay based on the medical necessity, and specified behavioral criteria for the program. The Plan shall also include procedures for addressing the quality of clinical records; peer review, medication monitoring, and medical care evaluation studies.

The Provider shall establish a Quality Improvement Committee who will meet on a regular basis to review the Quality Improvement Plan. Documentation of the Committee's activities shall be maintained at the facility, including the minutes of the Committee meetings, implementation of the Quality Improvement Plan, and records of all quality assurance, utilization review, and medication monitoring processes. Such records and minutes will be subject to review by County. A monthly report summarizing quality issues shall be submitted to the Mental Health Director, for presentation to the County Quality Assurance Oversight Committee.

6.7 Problem Resolution Process - Grievance And Complaint Procedures

The Provider shall maintain a beneficiary problem resolution process that meets the requirements of Title 9, Section 1795, of the California Code of Regulations for service related issues for all Medi-Cal specialty mental health services. At Provider's option, this requirement can be met by implementing the County of Placer Health and Human Services Department's System of Care Grievance/Complaint Procedure, which is already established. Any problem resolution process established by the Provider shall be consistent with the Placer County Behavioral Health Managed Care grievance/complaint procedure.

6.8 <u>Medical Records</u>

Provider shall manage a medical record system for the CRT prorgram in accordance with all applicable County, State and Federal requirements. Records shall clearly document medical necessity for treatment.

6.9 Financial Records

Provider must keep detailed audit-ready fiscal records and submit accurate and detailed monthly invoices. The County may request to examine and/or audit fiscal records pertinent to this contract.

6.10 Required Program Documentation

The Provider shall supply quarterly reports of the activities and financial data of the program to the County, as required, as well as a complete cost report at the end of each fiscal year. All reports must be submitted electronically, concurrently with two (2) hard copies with original signature. Provider shall have its own access to computer hardware and software capable of successfully compiling and submitting the required information.

6.11 Additional information may be requested by the County on an as-needed basis.

7.0 PSYCHIATRIC HEALTH TREATMENT FACILITY/AUGMENTED PHF

7.1 Philosophy and Program Goals

The Provider shall perform the following services in the operation of the County's Psychiatric Health Facility:

- Management of consumers' acute psychiatric disorders and preparation of consumers to successfully transition to a less restrictive level of care;
- A clinical program which has appropriate professional and support staffing on a 24-hour, 7-day a week basis;
- Provide a safe, secure environment for consumers that encourages wellness and recovery;
- Provide for a comprehensive multi-disciplinary evaluation and treatment plan for each consumer;

7.2 Admissions

Consumers may be admitted on a voluntary or involuntary basis. Individuals who are on involuntary hold maybe referred from hospital emergency rooms, local law enforcement agencies or by County mental health staff. As this is the only County acute hospital in Placer County, it is expected that providers will manage the disposition of all persons on a 5150 status deemed to be the responsibility of Placer County.

7.3 Treatment Planning

Psychiatric Health Facility staff shall provide the following services:

- Mental Status Examination
- Medical Evaluation
- Psycho-Social Assessment
- Drug and alcohol screening and/or assessment
- Nursing Assessment
- Multi-Disciplinary Milieu Treatment Program
- Individualized Focused Treatment Planning
- Aftercare Planning

7.4 Staffing

The staffing pattern for the PHF shall meet all State (California) licensing and regulatory requirements including medical staff standards, nursing staff standards, social work and rehabilitation staff requirements pursuant to Title 22, Division 5, Article 2, Section 77061 of the California Code of Regulations for traditional PHFs and Division 5, Article 3 of the California Code of Regulations for augmented PHFs. There shall be an appropriate level of supervisory staff as required by regulation or statute. All staff who require state licensure or certification will be required to be licensed or certified in the State of California and be in good standing with the state licensing or certification board.

Placer County's Adult System of Care Division (County ASOC) may provide qualified, licensed Psychiatrists to the contracted Treatment Provider. At minimum, the County will provide partial staffing by the County's medical director.

7.5 Medical Records

Providers will be required to develop and implement a medical records system which meets all State of California and federal requirements and clearly documents medical necessity for both treatment and billing services. Medical records shall be kept in such a manner as to comply with the Placer County Quality Improvement standards and federal and state quality standards. Placer County is implementing a new electronic medical records system and the expectation is that the provider will augment and/or modify its record keeping system so as to participate in ASOC's new electronic medical record keeping system.

7.6 Organized Clinical Staff

The organized clinical staff shall be composed of all licensed mental health professionals as required by Section Title 22, Division 5, Article 4, Section 77083.

7.7 Organized Medical Staff

Vendors submitting a proposal for an augmented PHF shall meet the requirement for an organized medical staff pursuant to section 71503 of Division 5, Chapter 2, Article 6 of the California Code of Regulations

7.8 Pharmaceutical Services

The selected contractor must provide for the level of pharmaceutical services required for either a traditional PHF and/or an augmented PHF pursuant to Title 22 of the California Code of Regulations. If the vendor intends to utilize any type of automated dispensing system, the cost of that system and pharmacy consultants shall be included as part of the cost proposal required in this RFP.

7.9 Physical Health Care

Vendor shall describe the means they intend to use to provide admission history and physical examination, provide dietary services and to have a written agreement for medical services with one or more general acute care hospitals.

7.10 Schedule of Active Therapies

Vendor shall indicate the schedule of active therapies that will be provided as part of the clinical treatment program. The schedule shall include group therapies, skill development and consumer education activities, wellness and recovery focused treatment, family therapy, scheduled community meetings, recreational and exercise programs. The treatment team is expected to schedule consumer participation activities tailored to each consumer's individual needs.

7.11 Financial Records

The selected contractor shall keep detailed audit-ready fiscal records and submit accurate and detailed monthly invoices.

7.12 Reports

The selected contractor shall submit timely reports in a format and schedule to be determined by ASOC.

7.13 Program Objectives

The PHF will accomplish the following program objectives:

- Provide a safe and secure environment to provide for clinical and medical assessment, diagnostic formulation, crisis intervention, medication management and clinical treatment for mental health consumers with an acute psychiatric disorder;
- To provide the appropriate type and level of staffing for a clinically effective program design;
- To provide an intensive treatment program which has individualized consumer treatment plans;
- To stabilize consumers as soon as possible in order to assist them in their recovery from mental illness;
- To effectively interact with community agencies, other mental health programs and providers, alcohol and drug treatment providers, natural support systems and families to assist consumers to be discharged to the more appropriate level of care;
- To work effectively with the legal system to provide temporary conservatorship if necessary and appropriate for consumers who require additional inpatient care;

7.14 Required Program Documentation

The Contractor shall provide quarterly reports of the Quality Improvement activities and financial data of the program, including an annual independent audit to ASOC, and a complete cost report to be provided at the end of each fiscal year. Contractor shall have computer hardware and software capable of successfully compiling and submitting the required information.

Additional information shall be provided by the Contractor in a form acceptable to the County, if requested.

8.0 FACILITY MAINTENANCE AND REPAIRS

8.1 County Responsibilities For County Owned Facilities

County shall make those repairs reasonably necessary to maintain roofs, exterior walls and foundations in a structurally sound and watertight condition.

County shall be responsible for maintenance and repairs to, or replacement of, exterior, underground and/or concealed water and sewer lines, heating and air conditioning systems, fire suppression systems, and electrical systems, when such repairs are due to the elements, age of the premises, normal wear and tear or other causes not directly attributable to misuse or damage by the Provider or those permitted by Provider to use the premises.

8.2 Provider Responsibilities for County-Owned Facilities

Provider's responsibilities include, but are not limited to, repair and replacement of equipment used exclusively by Provider, including plumbing stoppages, and repair or replacement of any damage to the premises or equipment as a result of damages caused by Provider's patients, invitees, service workers or staff. All such repairs shall be at Provider's expense.

Contractor shall make those repairs reasonably necessary to maintain the psychiatric health facility license.

All repairs, excluding the correction of plumbing stoppages, shall require prior written consent from County. Provider shall not perform or contract for any alterations to the electrical, plumbing, or HVAC systems, or perform or contract for any repairs or alterations that would require a Building Permit, without the written consent of the County.

ADA Requirements: All repairs, improvements or changes performed at Provider's direction shall fully comply with the requirements of the Americans with Disabilities Act of 1990 (ADA).

Contractor shall be responsible for daily and periodic janitorial responsibilities sufficient to maintain facility licensing.

9.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

Proposals should be bound or contained in a loose-leaf binder. Document pages shall be 8-1/2 x 11 inches in size or shall be folded to that size. Use section dividers, tabbed and labeled in accordance with the below sections.

- 9.1 **Cover Letter** with the following information:
 - Title of this RFP
 - Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
 - Contact Person, Telephone Number and Fax Number
 - A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (<u>reference the addenda by date and/or number</u>).
 - Acknowledgement that all proposals may be considered public information.
 Subsequent to award of this RFP, all of part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.
 - The cover letter shall also clearly state whether the contractor is proposing to provide services only for the CRT, or only for the PHF (or augmented PHF), or for both programs, and also whether the contractor intends to provide physical facilities and infrastructure for either program or both, and whether such facility would provide ancillary space for County staff.
- 9.2 **Signature Requirements** The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.
 - Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- Proposals which are submitted on behalf of a Corporation shall have the correct
 corporate name thereon and the actual signature of the authorized officer of the
 corporation written (not typed) below the corporate name. The title of the office held
 by the person signing for the corporation shall appear below the signature of the
 officer.
- Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.
- 9.3 Responses to the following sections shall be labeled as **Exhibits 1 through 6** in your proposal, in accordance with the instructions shown below.
 - If you are submitting a proposal for both the CRT and the PHF (or augmented PHF), provide the information described in Sections 9.3.1 through 9.3.6 in a separate section for <u>each</u> program.
 - If you are also proposing to provide the facility(ies) for those services, provide the relevant facility information and costs in a separate section of your proposal.
 - 9.3.1 **Proposer Information and Submittal Checklist** Complete and submit the form provided in this RFP as *Exhibit 1*.
 - 9.3.2 **Experience and Reliability of the Firm or Organization** Describe the organization's experience in providing the requested services, as outlined below. Label this section as *Exhibit 2* of your proposal.
 - Describe the organization's history of providing the services called for in this RFP to the described target population.
 - Identify the type, number, and duration of current and previous contracts for similar programs
 - Describe the types of services provided, including the complexity of the activities or services involved.
 - Explain the outcomes of contractual activities previously performed
 - Include other historical information related to past performance on similar services
 - Provide a list of other agencies for which Short-Term Crisis Residential
 Treatment Programs or other relevant services have been provided. Provide at
 least three references, including the agency's contact person and current
 phone number, and a brief description of the services provided for each
 agency. Do not include letters of reference.

- 9.3.3 **Staff Expertise and Qualifications** Provide statements of qualifications for the staff who will be assigned to this contract, including, but not limited to the information outlined below. Label this section as *Exhibit 3* of your proposal.
 - Provide staffing levels and job descriptions for the successful operation of a Short-Term Crisis Residential Treatment Program that complies with all applicable statutes and regulations.
 - Describe the qualifications for the staff employed by your organization as well as any proposed subcontractors for the services offered. Include education, experience, and overall qualifications for all proposed staff.
 - Provide evidence of individual staff members' technical expertise in relation to proposed work assignment.
 - Provide proof of required valid professional licenses and/or certifications for all applicable staff.
- 9.3.4 **Program Outline** The program outline shall include the proposed format for the services being offered, including, but not limited to the information outlined below. Label this section as *Exhibit 4* of your proposal.
 - Indicate the frequency or scheduling of the services to be provided. All activities shall be clearly defined.
 - Include organizational charts, staffing patterns, and lines of authority for the proposed program.
- 9.3.5 **Program Evaluation and Reporting Methods** The County has placed a special emphasis on program outcomes. Proposers shall identify in their proposals the methods they will use to establish program effectiveness (see Sections 6.6 and 6.7). Describe the methods that will be utilized to evaluate the program and determine program success, including but not limited to the elements listed below. Label this section as *Exhibit 5* of your proposal.
 - Describe all consumer development assessment instruments to be used. Indicate when and how often these instruments will be used.
 - Describe the method of reporting the results.
 - Describe any planned follow-up activities.
 - Provide samples of proposed reports to be submitted.

- 9.3.6 **Cost Proposal** Include a line-item budget identifying all program costs, including but not limited to the elements listed below. The information shall be organized and identified in such a way than the County can clearly understand the level of service being offered in relation to the costs proposed. Label this section as *Exhibit 6* of your proposal.
 - Include a budget narrative that explains all costs.
 - Include justification for the proposed level of staffing.
 - Identify the cost per each activity or service type
 - Provide a cost per bed-day, as well as the total annual operating cost of the program.
- 9.4 **Financial Statements** Provide financial statements for the proposing firm for each of the last three years. If figures for 2008 are not available, include 2007, 2006, and 2005. Also provide your firm's Dun & Bradstreet Number, if available.

The County will endeavor to keep financial information confidential and withheld from public file, or from public records requests. Proposers should be aware that these conditions may be subject to legal review and challenge.

- 9.5 **Required Statements** Include statements of assurance regarding the following requirements:
 - Non-substitution for the designated members of the team without approval by Placer County staff (Section 11.0)
 - Non-conflict of interest (**Section 12.4**)
 - Non-collusion (Section 12.5)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 12.6**). (Please note that actual Certificates of Insurance are not required as part of your submittal.)

10.0 SUBMITTAL INSTRUCTIONS

- 10.1 **One (1) original and five (5) copies** of your proposal shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 10.2 Proposals must be submitted ONLY to:

Placer County Dept. of Administrative Services Procurement Services Division 2964 Richardson Drive Auburn, CA 95603-2640

10.3 Faxed and/or emailed proposals shall not be accepted.

- 10.4 The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 10.5 Late submittals shall not be accepted or considered.
- 10.6 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.
- 10.7 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.
- 10.8 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 10.9 All costs associated with proposal preparation shall be borne by the offeror.
- 10.10 All proposals shall remain firm for **one hundred eighty (180) days** following the closing date for the receipt of proposals.

11.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s). These criteria will be applied separately for the CRT and PHF programs:

Evaluation Criteria for Programs		Maximum Points Possible
A.	Experience and Reliability of Organization (per Section 9.3.2)	25
B.	Staff Expertise and Qualifications (per Section 7.3.3)	15
C.	Program Outline (per Section 7.3.4)	20
D.	Program Evaluation and Reporting Methods (per Section 7.3.5)	15
E.	Proposed Cost (per Section 7.3.6)	25
	Total Possible Points:	100

These criteria will be applied separately for consideration of the facility (if proposed):

Evaluation Criteria for Facilities		Maximum <u>Points Possible</u>
A.	Experience and Capability of Organization to provide Program Facilities (per Section 9.3.2)	35
B.	Appropriateness of Facility for Subject Use, including Certification for PHF(if proposed)	40
C.	Proposed Cost (per Section 7.3.6)	25
	Total Possible Points:	100

Pursuant to existing Placer County policy, a local preference credit of 5% for Placer County businesses will be permitted when evaluating responses to this RFP. The 5% credit will be added to the scores of qualifying firms during the evaluation process. Firms claiming Local Vendor Preference must submit an Affidavit of Eligibility with their response, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be obtained via the internet, by logging on to: www.placer.ca.gov/admin/procurement/lvp.aspx

12.0 SELECTION PROCEDURE

- 12.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 12.2 The County reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 12.3 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 12.4 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

13.0 ASSURANCE OF DESIGNATED STAFF

Proposer shall assure that the designated staff, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made without the prior written approval of the County.

14.0 GENERAL TERMS & CONDITIONS

- 14.1 Standard Contract. Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement, a sample of which is included as **Attachment A**. Proposers are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be clearly described in your submittal, and should be delineated in a separate section of your proposal marked "Proposed Exceptions to County Contract". Proposers are cautioned that the nature and scope of your proposed exceptions may affect the evaluation of your submittal, with regard to the perceived ability to successfully award a contract to your firm/individual.
- 14.2 **Independent Contractor**. At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 14.3 **Non-Appropriation**. The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 14.4 **Conflict of Interest**. The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 14.5 **Non-Collusion**. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 14.6 **Indemnification & Insurance Requirements**. The County's standard indemnification and insurance requirements are provided in the sample contract, **Attachment A**.
- 14.7 **Protests and Appeals**. In accordance with Section 10.0 of the Placer County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

Placer County RFP No. 9903 Short-Term Crisis Residential Treatment Program

Instructions: Complete and include this form in your proposal, in a section labeled "Exhibit 1".

Proposer Information

Name of Proposer:

Mailing Address

	Phone:		
	Fax:		
	Contact Person:		
	Contact Phone:		
	Email:		
Sub	ttal Checklist		
	ection is provided as a convenience for proposers. In order for your response to be ered, your proposal must include, at a minimum, the following items:		
	Cover Letter signed by an authorized representative of your organization, per the instructions described in Sections 6.1 and 6.2 of this RFP.		
	Proposer Information/Submittal Checklist (this form) – Label and tab as <i>Exhibit 1</i> .		
	Proposer Experience and Reliability of Organization, per Section 6.3.1 – Label and tab as Exhibit 3)		
	Staff Expertise and Qualifications, per Section 6.3.2 - Label and tab this item as <i>Exhibit 2</i>		
	Program Outline, per Section 6.3.3 – Label and tab this item as <i>Exhibit 4</i>		
	Program Evaluation and Reporting Methods, per Section 6.3.4 – Label and tab as <i>Ex</i>		
	Cost Proposal, per Section 6.3.5 – Label and tab this item as <i>Exhibit 6</i>		
	Financial audits, per Section 6.4		
	Required Statements, per Section 6.5		
	Original and Five Copies prepared, addressed, and submitted in accordance with the instructions described in Sections 7.1 and 7.2		

SAMPLE CONTRACT FOR SERVICES PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION: CONTRACT NO.:	Short-Term Crisis Residential Treatment Program		
BEGINS: ENDS: ADMINISTERING AGENCY:	XXXXXX XXXXXX Adult System of Care (ASOC)		
	entered into on this, 2009, between the County of the State of California, hereinafter referred to as "COUNTY," a, hereinafter referred to as		
WHEREAS, COUNTY receives Program for adult mental health	funding to provide a Short-Term Crisis Residential Treatment consumers and		

WHEREAS, COUNTY recognizes CONTRACTOR as providing high quality crisis residential services to COUNTY'S mental health consumers

WHEREAS, COUNTY believes it is in the best interest of the clients to continue to contract with CONTRACTOR to provide these services, and

WHEREAS, CONTRACTOR has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

- 1. <u>SCOPE OF WORK:</u> CONTRACTOR agrees to develop, initiate, and administer a Short-Term Crisis Residential Treatment Program as set forth in Exhibit "A" titled "Scope of Work" attached hereto and incorporated herein by this reference. CONTRACTOR agrees to provide documentation or reports to COUNTY when requested to assure CONTRACTOR'S compliance with contract terms.
- **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional compensation to CONTRACTOR except as set forth in this or amended Agreement.

Within the stated funding and Federal or State ILP program requirements, said Scope of Work may be amended in writing and authorized by CONTRACTOR and the COUNTY Director of Health and Human Services, providing that such amendment does not create additional liability to COUNTY or compensation to CONTRACTOR.

3. REPORTING: CONTRACTOR shall provide COUNTY with reports that may be required by County, State or Federal agencies for compliance with this Agreement. CONTRACTOR shall submit quarterly progress reports and a final annual report to COUNTY which reflect progress made in implementing the services and achieving the outcomes in the Scope of Work Exhibit "A" and to assure CONTRACTOR'S compliance with contract terms. Said annual report shall be submitted by ______ of the following year.

4. **QUALITY IMPROVEMENT:**

- 4.1 CONTRACTOR shall maintain a COUNTY-approved written Quality Improvement Plan, which shall meet COUNTY and State Department of Mental Health (DMH) guidelines for such a program. These shall include the definition of specific levels of care for utilization review and monitoring processes to evaluate the appropriateness of patient admission, treatment and the length of stay based on the medical necessity and specified behavioral criteria for the program. The plan shall also include procedures addressing the quality of clinical records; peer review, medication monitoring, and medical care evaluation studies.
- 4.2 CONTRACTOR shall maintain on file at its facilities documentation of minutes and the implementation of the Quality Improvement Plan in the form of minutes and records of all quality assurance, utilization review, and medication monitoring processes. Such records and minutes will be subject to review by COUNTY. A monthly report summarizing quality issues shall be submitted to the Mental Health Director to be presented at COUNTY Quality Assurance Oversight Committee.
- 5. <u>COMPENSATION:</u> COUNTY shall pay CONTRACTOR a total amount of the annual cost of the program as full payment for Sections A through J set forth in the Scope of Work, Exhibit "A", in accordance with the schedule shown in Exhibit "B", Payment for Services. CONTRACTOR shall present invoices to the COUNTY on a monthly basis, one twelfth of the negotiated rate per month. Invoices for payment shall be submitted to the following address, and shall include the Agreement number indicated on the first page of the Agreement, the CONTRACTOR name and remittance address, and all additional specific information indicated herein:

Placer County Adult System of Care Attn: Accounts Payable 379 Nevada Street Auburn, CA 95603 530/886-1867

- 6. <u>CONTRACT TERM:</u> This Agreement shall remain in full force and effect from _______, 2009 through June 30, 2010. CONTRACTOR agrees to provide services and execute other duties contained within said Scope of Work by June 30, 2010, with all required reports and documentation submitted by September 30, 2010 unless otherwise stated.
- 7. PATIENTS' RIGHTS: Patients' Rights shall comply with Welfare and Institutions Code (WIC) Division 5, Section 5325 et seq.; and California Code of Regulations, Title 9, Division 1, Chapter 3, Article 6, Section 590 et seq. COUNTY Patients' Rights Advocate shall have access to COUNTY patients by telephone or in person as deemed necessary by Advocate and patient. COUNTY Patients' Rights Advocate shall also have access to COUNTY patients' charts during normal business hours to investigate and resolve complaints.
- 8. <u>CULTURAL COMPETENCE:</u> CONTRACTOR shall provide services pursuant to this Agreement in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 02-03, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services Cultural Competence Plan Requirements." Specific

statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 02-03, which is incorporated herein by reference. COUNTY and CONTRACTOR compliance with cultural competence requirements is defined in WIC Section 14684(h) as "Each plan shall provide for culturally competent and age-appropriate service, to the extent feasible. The plan shall assess the cultural competency needs of the program. The plan shall include, as part of the quality assurance program required by Section 4070, a process to accommodate the significant needs with reasonable time lines."

CONTRACTOR is required to participate as requested in the development and implementation of specific Placer County Cultural Competence Plan provisions including:

- Development and assurance of compliance with administrative and human resource policy and procedural requirements;
- Participation in agency cultural competence self-assessment protocol as provided by County of Placer Behavioral Health Managed Care;
- Culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services; participation in COUNTY and agency sponsored training programs to improve quality of services to the diverse population in Placer County; participation in County of Placer Behavioral Health Managed Care quality management program to assess the access, appropriateness and outcomes of services delivered by CONTRACTOR.
- County of Placer Behavioral Health Managed Care shall provide orientation and guidance to CONTRACTOR regarding specific provisions and requirements of the Cultural Competence Plan.

At this time, Spanish is Placer County's only threshold language for which culturally competent services are required. However, CONTRACTOR is encouraged to provide similar services in additional languages when possible.

- 9. PROBLEM RESOLUTION PROCESS Grievance and Complaint Procedures: CONTRACTOR shall maintain an acceptable beneficiary problem resolution process that meets requirements of Title 9, Section 1795, California Code of Regulations for service related issues for all Medi-Cal specialty mental health services. The requirement can also be met if CONTRACTOR implements the established County of Placer Health and Human Services Department's System of Care Grievance/Complaint Procedure. The problem resolution process shall be consistent with the Placer County Behavioral Health Managed Care grievance/complaint procedure.
- 10. SPECIAL INCIDENT REPORTING: CONTRACTOR shall provide written notification to COUNTY of any critical incidents and outcomes that may have occurred at their facilities, County-owned facilities, or to the staff or patients under CONTRACTOR'S jurisdiction. CONTRACTOR shall prepare a report utilizing the California Department of Social Services "Unusual Incident/Injury Report" form in accordance with the California Department of Social Services Community Care Licensing Division.
- 11. <u>ADULT ABUSE:</u> CONTRACTOR warrants that it is knowledgeable of the Elder Abuse and Dependent Adult Civil Protection Act (WIC Section 15600 et seq.) requiring reporting of suspected abuse. CONTRACTOR shall require that all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements, and make them available for COUNTY'S inspection.

12. CERTIFICATION OF PROGRAM INTEGRITY:

- 12.1 CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.
- 12.2 For each Medi-Cal beneficiary for whom the CONTRACTOR is submitting a claim for reimbursement, CONTRACTOR will assure the following conditions are met:
 - 12.2.1 An assessment of the Medi-Cal beneficiary was conducted in compliance with the requirements established in the Mental Health Plan (MHP) contract between Placer County and the State Department of Mental Health, a copy of which will be provided to CONTRACTOR by County under separate cover.
 - 12.2.2 The Medi-Cal beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the beneficiary.
 - 12.2.3 The services included in the claim were actually provided to the beneficiary.
 - 12.2.4 Medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided.
 - 12.2.5 A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the MHP contract between Placer County and the State Department of Mental Health.
 - 12.2.6 For each beneficiary with day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization in the MHP contract for day rehabilitation services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in the MHP contract between Placer County and the State Department of Mental Health

NOTE: Authority: Sections 5775, 14043.75 and 14680 Welfare and Institutions Code.

- 12.3 CONTRACTOR certifies that it shall comply with all State and Federal requirements regarding false claims and whistleblower protection, including but not limited to California Government Code Sections 8547 et seq. and 12653, and shall not prevent an employee from disclosing information, or retaliate against an employee in any manner because of acts by or on behalf of the employee in disclosing information in furtherance of a false claims action.
- 12.4 In addition, CONTRACTOR certifies that the following processes are in place and all actions will be documented:
 - 12.4.1 Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all applicable Federal and State standards.
 - 12.4.2 The designation of a compliance officer and a compliance committee that is are accountable to County Compliance Officer to report on adherence to the program senior management.
 - 12.4.3 Effective training and education for the compliance officer and the organization's employees.

- 12.4.4 Enforcement of standards through well-publicized disciplinary guidelines.
- 12.4.5 Provisions for internal monitoring and auditing.
- 12.4.6 Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
- 12.4.7 Confirmation that CONTRACTOR and all employees are not excluded from Medi-Cal Medicaid participation.

13. <u>LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:</u>

- 13.1 Notwithstanding any other provision of the Agreement, COUNTY shall be held harmless from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.
- 13.2 To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY shall recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal or state disallowance issue is resolved.

14. CONTINGENCY OF FUNDING:

- 14.1 This Agreement is valid and enforceable only if the County of Placer, State and/or the United States government make sufficient funds available to the COUNTY for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or the State that may affect the provisions, terms, or funding of this Agreement in any manner.
- 14.2 It is mutually agreed that if the Congress, State, or County of Placer does not appropriate the same level of funding that was anticipated by COUNTY at the time this Agreement was initiated, or if funding amounts are modified at any time during the term of this Agreement, this Agreement may, at the discretion of COUNTY, be amended to reflect such changes in funding allocations.
- 14.3 COUNTY has the option to void the Agreement under the termination clause to reflect any reduction of funds.
- 14.4 Adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Placer, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR, and by the Director of Health and Human Services, with concurrence from the County Executive Office. CONTRACTOR understands that amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

- 15. <u>TERMINATION:</u> COUNTY shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. If for cause, such termination will be effective five (5) working days after written notice specifying the cause has been given to CONTRACTOR. Such notice shall be personally served or given by United States Mail. In the event of cancellation by COUNTY or CONTRACTOR, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of cancellation.
- LICENSES, PERMITS, ETC.: CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.
- 17. STANDARD OF PERFORMANCE: CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession.

18. RECORDS – CLINICAL AND ACCOUNTING:

- 18.1 CONTRACTOR shall maintain such books and records necessary to disclose how CONTRACTOR discharged its obligations under this Agreement. These books and records shall disclose the quantity of covered services provided under this Agreement, the quality of those services, the manner and amount of payment made for those services, the beneficiaries eligible to receive covered services, the manner in which CONTRACTOR administered its daily business, and the cost thereof.
- 18.2 Such books and records shall include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers; reports submitted to the Department; financial records; all medical and treatment records, medical charts and prescription files; and other documentation pertaining to services rendered to beneficiaries. CONTRACTOR agrees that the County, State or Federal agencies, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract. (Government Code, Section 8546.7).
- 18.3 These books and records shall be maintained for a minimum of three years after the final payment is made and all pending matters closed, or, in the event CONTRACTOR has been duly notified that the COUNTY, State or Federal agencies, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

- 18.4 CONTRACTOR shall maintain accurate accounting records of its costs and operating expenses in accordance with generally accepted accounting principles (GAAP). Such records of costs and expenditures shall be maintained for at least five (5) years, or until audit findings are resolved, and shall be open to inspection by the DIRECTOR or designee, the Placer County Auditor-Controller's Office, the Grand Jury of Placer County, the State of California Controller, the California State Director of the Department of Mental Health, or any of their designees.
- 19. <u>INDEPENDENT CONTRACTOR:</u> In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.
 - CONTRACTOR shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
- 20. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT: The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above the term COUNTY means Placer County or its officers, agents, employees, and volunteers.

- 21. <u>INSURANCE:</u> CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing the following:
- **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice: "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

23. **GENERAL LIABILITY INSURANCE:**

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.
- B. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or,
 - (3) Commercial General Liability (Claims Made).
- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - → One million dollars (\$1,000,000) each occurrence
 - → One million dollars (\$1,000,000) aggregate
- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - → One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - → One million dollars (\$1,000,000) for Products-Completed Operations
 - → One million dollars (\$1,000,000) general aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - → One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - → One million dollars (\$1,000,000) aggregate for Products-Completed Operations
 - → One million dollars (\$1,000,000) General Aggregate

- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.
- **24. ENDORSEMENTS:** Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:
 - A. "The County of Placer, its officers, agents, employees and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
 - B. "The insurance provided is primary coverage to the County of Placer with respect to any insurance or self insurance programs maintained by the County of Placer, and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
 - C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."
- 25. <u>AUTOMOBILE LIABILITY INSURANCE</u>: Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles and trucks

26. PROFESSIONAL LIABILITY INSURANCE:

- A. Professional Liability Insurance coverage shall be provided in the amount of not less than one million dollars (\$1,000,000) in aggregate.
- B. If CONTRACTOR subcontracts for professional services in support of CONTRACTOR'S work provided for in this Agreement, Professional Liability Insurance shall be provided by the subcontractor in an amount not less than \$1,000,000 in aggregate.
- C. The insurance coverage provided shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.
- 27. <u>CONFLICT OF INTEREST:</u> CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employees or other COUNTY providers that would conflict with this Agreement and will not enter into any such business or financial relationship with any such employee or provider during or following the period of this Agreement.
- 28. HIPAA COMPLIANCE: CONTRACTOR agrees, to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 142, 160, 162, and 164) to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

More specifically, CONTRACTOR will not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of COUNTY elsewhere as set forth in this Agreement, COUNTY may terminate this Agreement without penalty or recourse if determined that CONTRACTOR violated a material term of the provisions of this section.

CONTRACTOR ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information

- 29. CONFIDENTIALITY: CONTRACTOR agrees to maintain a record of each individual served. These records will be maintained in the strictest confidence as per applicable federal, state and local laws, and in accordance with the Code of Federal Regulations, Title 45, Section 205.50 and Welfare and Institutions Code, Division 5, Section 5328. Patients' Rights shall comply with Welfare and Institutions Code, Division 5, Section 5325 and California Code of Regulations, Title 9, Article 6. CONTRACTOR shall hold COUNTY harmless from any breach of confidentiality as set forth in the hold harmless provisions contained herein
- 30. BACKGROUND CHECKS: CONTRACTOR accepts responsibility for determining and approving the character and fitness of their employees (including volunteers, agents or representatives), including completion of a satisfactory criminal/background check and periodic rechecks. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

31. CONTRACT ADMINISTRATOR:

- 31.1 Such services shall be performed by CONTRACTOR under general direction of the Director of the Adult System of Care for Placer County, hereinafter called ADMINISTRATOR.
- 31.2 ADMINISTRATOR shall provide consultation and technical assistance in monitoring the terms of this Agreement.
- 31.3 ADMINISTRATOR monitors the performance of the CONTRACTOR in meeting the terms of this Agreement, for notifying CONTRACTOR of performance deficiencies, and for pursuing corrective action to assure compliance with contract requirements.
- 31.4 ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Maureen Bauman, Client Services Director Placer County Adult System of Care 11533 C Avenue Auburn CA 95603 530/889-7265

31.5 CONTRACTOR agrees to extend to ADMINISTRATOR or designee and to the State Department of Mental Health or its designees, the right to review and monitor all records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

32. <u>NOTICES:</u> All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Maureen Bauman

100 Cirby Hills Drive, Roseville, CA 95661

530/889-7256

If to CONTRACTOR: (Contact Name), Title

(Organization) (Address) (City/ST/Zip) (Phone)

- 33. NONDISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
- **ASSIGNMENT:** Neither party shall assign, sublet, delegate or transfer any of its rights, duties or obligations arising hereunder without written consent of the other.
- 35. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
- **YENUE AND JURISDICTION:** The parties enter into this Agreement in the County of Placer, State of California and agree to comply with all applicable laws and regulations therein. Venue is the County of Placer for litigation purposes.

// Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

"CONTRACTOR" *	COUNTY OF PLACER ("COUNTY")
(Name), Title	Richard J. Burton, M.D., M.P.H., Director, Department of Health and Human Services
Date:	Date:
(Name), Corporation Secretary Date:	Maureen Bauman, Director Adult System of Care
	Date:
EXHIBITS:	Approved as to Form: Office of Placer County Counsel
Exhibit A – Scope of Work Exhibit B – Payment for Services	
	Date:

^{*}If Contractor is a corporation, this agreement must be signed by two corporate officers, one of which <u>must</u> be the secretary of the corporation, and the other may be either the President or Vice President, <u>unless</u> an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation. (California Corporations Code § 313)

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall operate a Short-Term Crisis Residential Treatment Program in accordance with the requirements of Placer County RFP No. 9903 and the Contractor's response thereto.

Upon completion of contract negotiations, and as a component of finalizing the contract documents, the scope of work will be drafted and inserted here detailing the required performance of the Contractor during the contract term.

An additional Exhibit may be incorporated to detail the rates for individual services to be provided under this Agreement, or those rates may be included in contract Section 4, Compensation.

Additional terms and conditions may be included if required by State funding requirements.

EXHIBIT B PAYMENT FOR SERVICES

This Exhibit will be developed upon completion of contract negotiations.